

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-136**

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

**CERTIFIED POWER TRAIN REBUILD  
FOR  
1999 CATERPILLAR 826G LANDFILL COMPACTOR, SERIAL  
NUMBER: 07LN00491**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S/LANCASTER COUNTY'S  
SPECIFICATION ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, April 19, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

There will be a Pre-bid April 11, 2006 at the Bluff Road Landfill, 6001 Bluff Road, at 9:00 a.m. to allow prospective bidders to inspect the equipment.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov)  
Keyword: **Bid**

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**PROPOSAL**  
**SPECIFICATION NO. 06-136**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: April 19, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to the city and County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**CERTIFIED POWER TRAIN REBUILD FOR  
1999 CATERPILLAR 826G LANDFILL COMPACTOR,  
SERIAL NUMBER 07LN00491**

**BID SCHEDULE**

<u>ITEM DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
CERTIFIED POWER TRAIN REBUILD FOR 1999 CATERPILLAR 826G LANDFILL COMPACTOR	\$_____

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**A PERFORMANCE BOND WILL BE REQUIRED FOR THE LIFE OF THE WARRANTY**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 06-136**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division office during normal business hours, **after** tabulation by the Purchasing Agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. The Intent to Award will be listed on the website when a recommendation is received from the Department.

# **GENERAL SPECIFICATIONS**

## **SPECIFICATION 06-136**

### **1. GENERAL**

- 1.1 These specifications describe the minimum requirements to rebuild a 1999 Caterpillar 826G Landfill Compactor based on the "CATERPILLAR CERTIFIED POWER TRAIN REBUILD" program.
- 1.2 The unit shall be rebuilt in accordance with all the requirements of the "CATERPILLAR CERTIFIED POWER TRAIN REBUILD" program specifications; related documents, manuals or guidelines; and additional requirements and optional items as specified herein.
- 1.3 All dimensions, weights and performance values of the rebuilt unit shall be in accordance with applicable SAE, ANSI and ISO standards, as last revised.
- 1.4 Bidders shall be currently operating a fully equipped and staffed dealership that sells, maintains, overhauls, rebuilds and reconditions heavy equipment.

### **2. INSPECTION OF EQUIPMENT PRIOR TO BID**

- 2.1 There will be a Pre-bid April 11, 2006 at the Bluff Road Landfill, 6001 Bluff Road, at 9:00 a.m. to allow prospective bidders to inspect the equipment.
- 2.2 Current frame hours: 9,936
- 2.3 Recent repair history and oil sample analysis results for power train components available upon request.

### **3. CERTIFIED POWER TRAIN REBUILD**

- 3.1 The unit shall be rebuilt in accordance with the Caterpillar Landfill Compactor (826G) Rebuild Manual (REYD 1082) as last revised.
- 3.2 Genuine Caterpillar parts and components, new or re-manufactured, shall be used exclusively.
- 3.3 Parts meeting Caterpillar Reusability Guidelines may be used, where allowed by the Rebuild Manual.
- 3.4 Rebuilt components must include radiator, engine, transmission, torque converter, final drive and axles.
- 3.5 Engineering improvements and product updates as specified in the Rebuild Manual, must be furnished, installed and function properly.
- 3.6 Failure to recondition components, perform specified tests or complete quality assurance checks could result in the rejection of the unit.
- 3.7 The work must be completed to factory standard and warranted by Caterpillar.
  - 3.7.1 Warranty shall be standard 3 year / 5,000 hour from date of acceptance.
  - 3.7.2 Warranty details to be furnished with bid if other than factory standard warranty.
- 3.8 Written results of tests and inspections must be submitted prior to the unit being placed in service.
- 3.9 Caterpillar Certified Power Train data plate stamped with applicable information to be permanently affixed to unit.

### **4. OWNER INSPECTIONS**

- 4.1 Owner to be notified when the unit is disassembled to the bare frame.
- 4.2 Owner reserves the right to inspect the rebuild work in progress at within 24 hours notice at the bidders repair facility.

**5. OTHER REPAIRS TO UNIT**

- 5.1 Owner to be notified if parts not specified as requiring replacement or reconditioning in the Rebuild Manual are worn or damaged to a point where they are unlikely to yield a trouble-free operation.
  - 5.1.1 Owner shall approve any of the above.
- 5.2 Special protective guarding requiring straightening, reinforcing, rebuilding or replacing shall be identified to owner.
- 5.3 Owner to be notified if additional or re-engineered special protective guarding is available.
- 5.4 Part replacement and reconditioning and other repairs under this section to be authorized at owners discretion.
- 5.5 Parts other than Caterpillar may be authorized for work performed under this section as long as they will not affect the Power Train Re-build Warranty.
- 5.6 "Out-of-tolerance" measurements to be provided for owners review.
- 5.7 Parts authorized for replacement or reconditioning to be made available to owner for visual inspection.
- 5.8 Estimated cost for replacement of parts or repairs, including labor, to be provided for other repairs not required in the re-build.
- 5.9 Work authorized under this section to be invoiced separately.
- 5.10 Caterpillar parts replaced under this section to have a standard 6 month replacement warranty and 90 day labor warranty.
  - 5.10.1 This refers to any repair not associated to the re-build.
- 5.11 Repairs under this section may include, but are not limited to, resealing hydraulic cylinders, replacing or reconditioning hydraulic pumps (steering, brake and implement), replacing the articulation pins and bearings, reconditioning the cab and associated components, and repairing the dozer mounts.

**6. ADDITIONAL REQUIREMENTS**

- 6.1 All original waste handling arrangements, features and options shall be reinstalled and functioning properly.
- 6.2 All owner installed equipment shall be reinstalled in original locations and function properly.

**7. REBUILD DOWNTIME**

- 7.1 Unit must be placed in service within six (6) weeks of date the unit arrives at the bidders maintenance facility.

**8. TRANSPORTATION OF UNIT**

- 8.1 Bidder is responsible for all loading, permitting and transportation of unit.
- 8.2 to allow full testing of unit after re-build, Dozer blade, arms and lift cylinder and wheels must accompany unit.
- 8.3 Transportation costs to be included in bid price.

**9. FREIGHT**

- 9.1 Freight for parts and components specified in the Rebuild Manual to be included in bid price.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for

any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - \_\_\_ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - \_\_\_ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.